

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, California, permission is hereby granted to National Convenience Stores, Inc., P.O. Box 16290, Houston, TX 77222, its successors and assigns, hereinafter referred to as "Permittee", to use and occupy the following described property in accordance with the terms hereof:

Those portions of public street right of way designated on Exhibit "A", attached hereto and incorporated herein.

1. Permittee shall use and occupy the described property only in the manner and for the purposes as follows: To drill, monitor, maintain, remove and close test well(s) for the purpose of detecting ground water contamination.

1.a. The test well(s) shall be constructed as shown on Exhibit "A" attached hereto and incorporated herein.

1.b. Permittee's contractor shall obtain a street opening permit prior to doing any work in the public right of way.

1.c. Permittee's contractor shall review required traffic control and safety measures for each site with the City's Traffic Engineering Division prior to doing any work in the public right of way.

1.d. Permittee's contractor shall determine required clearances from all public and private utility and sewer facilities prior to drilling and shall only drill in compliance with such clearance requirements. It shall be Permittee's responsibility to determine the location of all utilities, sewers and similar underground facilities.

1.e. Permittee shall notify the City of Riverside, California, Public Works Department of the exact drilling date. Drilling will not commence prior to 8:30 a.m. in residential neighborhoods and will continue no later than one hour prior to sunset.

1.f. During the period of well installation, Permittee's contractor shall keep the site supervised continuously from the beginning of drilling until installation of the locked traffic grade "Christy Box" cap marked "Monitor Well". Under no circumstances is the well or borehole to be left unattended when it is unlocked or incapable of being locked. Supervision after dusk includes appropriate lights to make the well visible to the attendants who shall remain awake and observant of the well or borehole.

- 1.g. Permittee shall be responsible for insuring that well site(s) shall have and implement the required traffic control and safety measures approved by the City Traffic Engineer pursuant to Condition 1.c. above.
- 1.h. Permittee agrees to make the results of the sampling available to the City.
- 1.i. In the event the City needs the site prior to completion of monitoring, upon receipt of written notice to this effect from the City, the Permittee agrees to remove, close and abandon the well or wells in a timely manner, in accordance with the procedures specified under Condition 1.j. below. This permit may then be revised to apply to a new approved site.
- 1.j. When the well(s) are no longer needed, the Permittee shall provide written notice to this effect to the City, and the wells shall be removed, closed and abandoned to the specifications of the Riverside Public Works Department and the State of California regulations regarding the closure of wells.
- 1.k. To insure that removal and closure of the well(s) takes place in a timely manner, the Permittee shall post a cash deposit of \$4,000. This cash deposit may be used by the City to remove and close the well(s) when not done by Permittee as required by Condition 1.i. and Condition 1.j. above and/or Condition 3 below. Any cost of closure in excess of the \$4,000 cash deposit shall be paid by Permittee to the City of Riverside and shall constitute a debt owed to the City of Riverside.
- 1.l. Upon completion of the well(s), Permittee shall provide to City an as-built plan showing the exact location of the well(s). During the period of existence of the well(s), Permittee shall submit to City quarterly reports indicating the results of any sampling, anticipated future sampling and expected closure date. Permittee shall inspect each well site at least once each month to insure that the lock is locked and not broken. Upon closure, Permittee shall provide to City an as-built plan of the closed well(s).
- 1.m. Permittee shall have the right of reasonable access across the City's adjacent right of way to drill, monitor, maintain, remove and close the well(s).

2. Permittee, by acceptance of the benefits hereunder, acknowledges title to the property to be in the City of Riverside and waives any right to contest the validity of the dedication or grant.

3. Permittee acknowledges that the described property is the site of a proposed or planned public improvement and that, accordingly, all rights and privileges of use permitted shall cease and expire upon notice of revocation from the City. Upon the expiration or revocation, Permittee shall, within the time prescribed by the City, remove or otherwise close all improvements or obstructions placed, constructed or maintained by the Permittee. If the Permittee fails to abide by the removal/closure order of the City within the time prescribed, the City shall have the right to remove and destroy or otherwise close the improvements without reimbursement to the Permittee and the cost of such removal/closure shall be paid by the Permittee to the City of Riverside and shall constitute a debt owed to the City of Riverside.

4. Permittee, by acceptance hereof, waives the right of claim, loss, damage or action against the City of Riverside arising out of or resulting from revocation, termination, removal/closure of the improvements or any action of the City of Riverside, its officers, agents or employees taken in accordance with the terms hereof.

5. Finding and determination by the City Council of the City of Riverside that the Permittee, or its successors or assigns, are in default of the terms hereunder shall be cause for revocation.

6. Permittee herewith agrees to hold the City of Riverside harmless from and against all claims, demands, costs, losses, damages, injuries, actions for damages and/or injuries, and liability growing or arising out of or in connection with the construction, encroachment, and/or maintenance to be done by Permittee or its agents, employees or contractors within the described property.

SEP 11 1990
DATED: _____

CITY OF RIVERSIDE,
a municipal corporation

By Terry Frezzel
Mayor

Attest Alice G. Hase
City Clerk

The foregoing is accepted by:

NATIONAL CONVENIENCE STORES, INCORPORATED

(Signature(s) of Permittee)

C.R. Wortham

C.R. WORTHAM

SENIOR VICE PRESIDENT

APPROVED AS TO CONTENT

Bury
Department Head (Public Works)

APPROVED AS TO FORM

N.Y. Herring
City Attorney

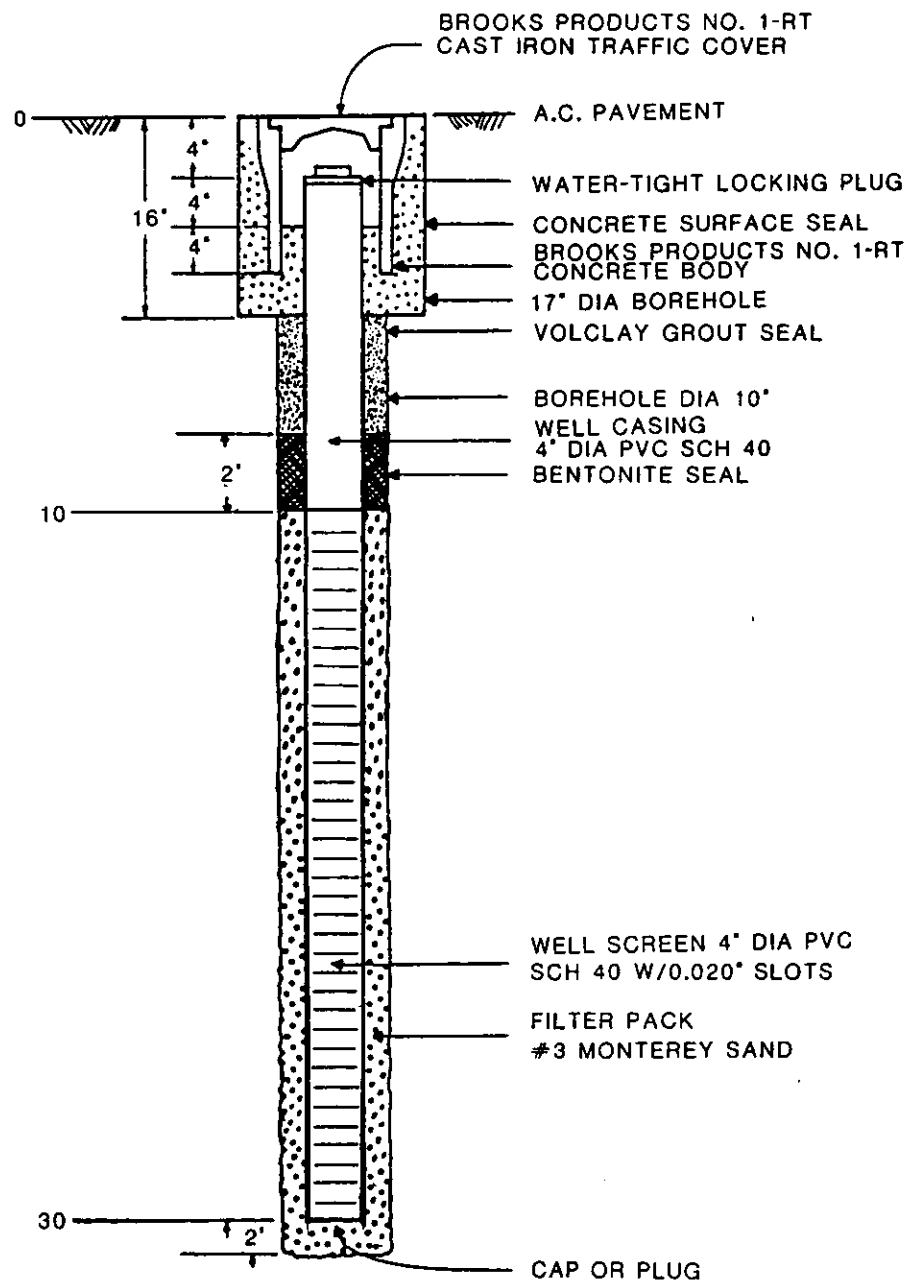
for CITY MANAGER APPROVAL

Robert E. Tremont

3644J/c
08/13/90

PROJECT NO. _____ DATE _____ PROJ. MGR. _____ DFTR. _____

APPROXIMATE DEPTH IN FEET



NOT TO SCALE

STOP -N- GO
RIVERSIDE, CALIFORNIA

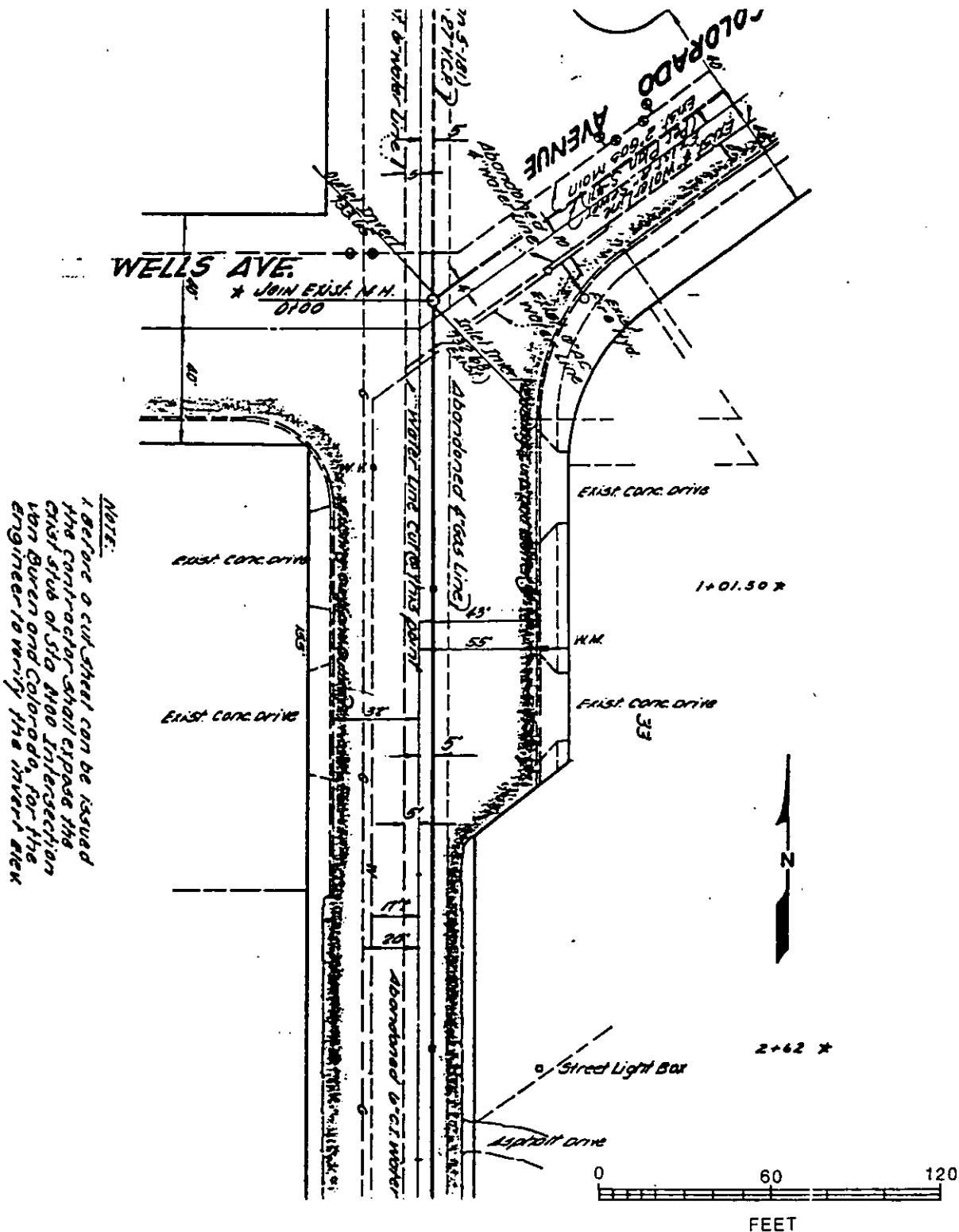
MONITORING WELL
CONSTRUCTION

PROJ. NO.
58-0501



E-1161

LAW ENVIRONMENTAL, INC.



STOP -N- GO
RIVERSIDE, CALIFORNIA

UNDERGROUND UTILITY
LOCATIONS

PROJ. NO.
58-0501



E-1161

LAW ENVIRONMENTAL, INC.